



TAMILNADU POWER GENERATION CORPORATION LIMITED (TNPGL)

SPECIFICATION FOR PROCUREMENT
THROUGH E-TENDERING.

SPECIFICATION NO: CE/MTPS-I / SE / P&A / EE/ S&I / AEE-1 / OT.No.: 121 / 2025-26

OFFICE OF THE CHIEF ENGINEER
METTUR THERMAL POWER STATION – I
METTUR DAM - 636406
TAMIL NADU.

Service Provider: The Tamil Nadu Government e-Procurement System
Website for online bid submission: <https://tntenders.gov.in>

INSTRUCTION TO BIDDERS
FOR SUBMISSION OF ONLINE BIDS

INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER

1.0)The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in> app only. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited.

2.0 Registration:

- 2.1 The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link “Online bidder enrolment” which is free of charge.
- 2.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
- 2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
- 2.4 Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 2.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

2.7 **VENDOR REGISTRATION:** In TNPGCL / TANTRANSCO vendor registration has come into effect from 01.01.21. The firms must register in the website <http://exam.tnebnet.org/tnebvendor> for vendor registration.

3.0 ASSISTANCE TO BIDDERS:

- 3.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person mentioned below.
- 3.2 Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TNPGCL and the successful bidder(s) subsequent to the bidding process

Contact persons:

| <u>For queries related to registration and Web Portal for online bidding (NIC):</u> | <u>For queries related to tender specification:</u> |
|--|---|
| E-mail : support.etender@nic.in Contact No. : 044 – 24466495 24902580 Extn:332 24917850 | 1) Executive Engineer/ S&I/MTPS-I Contact No. 9445856774, Email: eesimtps@tnebnet.org |

4.0 System Requirement:

- i. Operating System: Windows XP-SP3 & above
- ii. Internet browser: IE7 and above.
- iii. Signing type: Digital Signature (class III)
- iv. JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level. For detailed guidance about browser and Java configuration the bidders are advised to go through the video guide available under “Bidders Manual Kit” at <https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>

5.0 Searching for Tender Document:

5.0 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.

5.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

5.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

6.0 Preparation Of Bids:

6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

6.2 Bidders are requested **to go through the NIT** and the tender document carefully to understand the documents required **to be submitted as part of the bid**. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

6.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. **One hard copy of the electronically submitted bid documents except the price schedule shall have to be submitted SE/P&A/MTPS1 within three days after opening of the E-tender**

6.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. However, **applicable BQR evidences must be submitted as per Tender Specification.**

. 6.5 The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

7.0 Electronic Submission Of Bids:

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

7.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

7.3 Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable.

- i. The online payment Gateway has been enabled for TNPGCL in TN Tenders portal (<https://tnntenders.gov.in/nicgep/app>). The payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.
- ii. The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.

- iii. If submitting EMD as BG/PEMD/Udayam(SSI) (as mentioned in the specification), then select the exempted from EMD payment as “YES”. Then upload the EMD exemption documents only in “pdf” files.
- iv. The bidder has to submit the tender document online well in advance before the Prescribed time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible.

7.4. Bidder should prepare the EMD as per the instructions specified in the tender document.

7.5 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

7.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7.9 Upon the successful and timely submission of bids, (i.e. after clicking “Freeze Bid submission” in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7.10 Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

7.11 The TNPGL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPGL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

8.0 Late Bid:

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

9.0 Modification and withdrawal of bids:

9.1 Bidders may modify their bids online before the deadline for submission of bids.

9.2 In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

9.3 No bid may be modified after the deadline for submission of Bids.

10.0 Guidelines to the vendors - For Trouble free viewing & downloading the Tender Specification in the Web Portal.

1. Successful Registration with Vendor (NIC). only after the Vendor's registration with the "NIC" E -procurement portal with **Class III signing type digital certificate**.

<https://tntenders.gov.in>

2. Creation of User Login ID and Mobile confirmation

3. Recommended version of O/S used or available in the device/system.

4. Uninterrupted Adequate net speed.

5. Recommended valid digital certificate (DSC Class III).

TAMIL NADU POWER GENERATION CORPORATION LTD

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|--------|--|--|
| 1) | Tender Specification No. | CE/MTPS-I/SE/P&A/EE/S&I/AEE-1/OT.No: 121 /2025-26 |
| 2) | Name of the work | Supply, Erection & Commissioning of Refrigerant Type Instrument Air Drier Unit -2 sets |
| 3) | Quantity | 2 sets. |
| 4) | Method of Tender | E-Tender System – Two Part |
| | | Open Tender/Non-Proprietary (Online Part-I - Techno-Commercial Bid and Part-II - Price Bid through website https://tntenders.gov.in |
| 5) (a) | Earnest Money Deposit (EMD) | <p>EMD of Rs. 22,750/- to be paid through online payment gateway.</p> <p>a)The online payment Gateway has been enabled for TNPGCL in TN Tenders portal (https://www.tntenders.gov.in). The payments for the tenders like EMD should be remitted by the Bidders only through online payment mode.</p> <p>b) For Exemption of EMD</p> <p>(i)The exempted categories of tenderers as given in clause 3 of Section I, should upload valid copy of Udyam Registration Certificate/NSIC. Manufacturing facility or Scope of the activity related to the Tendered material should be clearly indicated in the Udyam Registration Certificate.</p> <p>For the exemption from payment of EMD in respect of Micro & small Enterprises located within the state of Tamil Nadu, Undertaking as per Annexure – III should be furnished along with a copy of Udyam Registration certificate or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them or valid TNPGCL's</p> <p>c) PEMD holder as per clause 3 of section-I E-receipt / other appropriate documents reflecting the EMD Transaction should be up loaded.</p> <p>Note: The PEMD holders, in erstwhile TNPGCL headquarters i.e., TNPCL headquarters, of Rs.20 lakhs and above can also participate in this tender without paying EMD since PEMD held at headquarters is not yet segregated among demerged companies.</p> |
| 6) | URL for online bid submission for e-tender | https://tntenders.gov.in |
| 7) | Last date for submission of EMD | 7-1 - 2026 |
| | <p>The EMD amount has to be received in MTPS1 (TNPGCL) Account through e payment only)</p> <p>i)The Online payment Gateway has been enabled for TNPGCL in TN Tenders Portal. (www.tntenders.gov.in). All the payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.</p> <p>ii) The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway.</p> <p>iii) The EMD payment should be made at least 2 days in advance, before the tender closing date / time to avoid last-minute hassles.</p> | |
| 8) | Date of closing of online e-tender for submission of Techno Commercial Bid &Price Bid | 7-1-2026 @ 14:00 hrs |

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|---|---|
| 9) Date & time of opening of tender electronically | 8-1- 2026 @ 14:30 hrs |
| 10) Specification at website | The tender specification will be placed at TNPGCL website (www.TNPGCL.gov.in) & https://tntenders.gov.in The prospective bidders may download the same at free of cost. |
| 10) Documents to be uploaded by the Tenderers during e-submission | E – Receipt / Evidence for EMD exemption in respect of Micro & small Enterprises located within the state of Tamil Nadu (Udyam Registration certificate or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them or valid TNPGCL's Permanent EMD certificate), documents whichever is applicable Schedules B to G, Annexures II to V and other documents whichever is applicable. Prices should be quoted online as per Schedule 'A' only in BOQ. All the copies of evidences should be attested by the Gazetted Officer / Notary Public and the same should be scanned (originals) and uploaded. |
| 12) Clarification to be sought for from | Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station – I, Mettur Dam – 636406 separamtps@tnebnet.org |
| 13) Place at which tenders will be Opened | Office of the Executive Engineer, Spares & Inventory, Mettur Thermal Power Station – I, Mettur Dam – 636406 eesimtps@tnebnet.org |

Sd/- 12-12-2025
CHIEF ENGINEER /MTPS-I(A.C.).
Mettur Dam -636406

TAMIL NADU POWER GENERATION CORPORATION LIMITED
METTUR THERMAL POWER STATION-I / METTUR DAM

ANNEXURE - I

SPECIFICATION No. CE/MTPS-I/SE/P&A/EE/S&I/AEE-1/OT No: 121 / 12 -12-2025

Sub: MTPS I – S&I - Enquiry for **Supply, Erection & Commissioning of Refrigerant Type Instrument Air Drier Unit** Capacity 1000 Scfm with Pre- filter & After Filter - 2 Sets.- Regarding.

I. Please quote your lowest price for supply of the following materials as per the specification furnished hereunder.

| Sl. No | Description of the articles | Qty |
|--------|--|--------|
| | Supply, Erection & Commissioning of Refrigerant Type Instrument Air Drier Unit | |
| 1 | <p>Supply of Air Drier Unit Capacity 1000 Scfm with Pre-Filter & After Filter.</p> <p><u>Scope of Supply:</u></p> <ol style="list-style-type: none"> 1. Supply of Advanced Model 1000 scfm Refrigerant type air drier with suitable pre filter and after filter . 2. Fabrication of suitable M.S. base frame and pipe line layout of the refrigerant air drier. 3. Suitable fountain bolts for the refrigerant air drier. 4. Required necessary accessories for the pump for refrigerant type air drier. | 2 sets |
| 2 | <p>Erection & Commissioning of Air drier unit</p> <ol style="list-style-type: none"> 1. Leading and lifting of the refrigerant air drier with pre filter and after filter to the site from the Central Stores. 2. Erection of refrigerant air drier with pre filter and after filter. 3. Assembling the suction and discharge pipe line with control valve. 4. Any other works related to erection and commissioning of air drier should be under supplier's scope. 5. Commissioning of air drier, successful trial run and checking the related parameter with the design parameter . 6. Any civil work involved in erection and commissioning of the air drier should be under Supplier's scope. | 2 sets |

Delivery Period: For supply, Erection and Commissioning within **3 Months** from the date of receipt of P.O.

Test certificate: Manufacturer Test Certificate and operation manual should be sent along with supply.

Sample : Not Applicable.

Inspection : Standard & Performance testing will be conducted in factory premises before Dispatch.

Sd/- 12-12-2025
CHIEF ENGINEER /MTPS-I(A.C.).
Mettur Dam -636406

1. Copy Submitted to the SE / M-I/MTPS-I
2. Copy to the EE / TM /MTPS-I, w. r. to Indent No. 34 / dt. 27-10-2025.
To check the specification & deviation if any shall be intimated immediately

SECTION – I

EARNEST MONEY DEPOSIT

1) Tenderer should pay the specified amount towards Earnest Money Deposit as follows :
Earnest Money Deposit : **Rs. 22,750/- to be paid through online payment gateway only.**

2) Mode of Payment: Through “ONLINE ONLY”

a) The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). All the payments for the tenders like Earnest Money Deposit will be carried out by the Tenderer only through online payment mode.

Bidder may avail NEFT/RTGS Challan Mode if any transaction limit is there in using Net Banking. However, NEFT/RTGS Challan Mode will take considerable time to report about the successful payment of the Challan to the eProcurement portal, bidders are planned such a way to pay the EMD accordingly to avoid any delay in bank confirmation. After getting success status of EMD only, the bidder can submit the bid.

The Earnest Money Deposit amount should be the exact amount and no excess or less amount should be transferred through online payment gateway services of State Bank of India (SBI). If excess or short, the tender status will be shown as invalid.

The Earnest Money Deposit payment to be made only single payment.

3) EMD Exemption:

If submitting EMD as BG/PEMD/Udyam (SSI) (as mentioned in the specification), then select the exempted from EMD payment as “YES”. Then upload the EMD exemption documents only in “pdf” files. After confirming the EMD paid amount / Exemption uploaded, then only the system / tender portal will allow to submit the technical and financial bids.

3.1) Bank Guarantee (BG):

. The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable. If the E.M.D is submitted in the form of B.G, the BG should be submitted in original to the Tender Inviting Authority, within 3 working days from the date of tender opening with due acknowledgement. Otherwise, the tender shall be liable for rejection.

3.2) The Bank Guarantee towards EMD shall be in the form of an irrecoverable Bank Guarantee on non-judicial stamp paper of value not less than Rs.500/-as per the proforma enclosed as Annexure-V of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.

3.3) The scanned copy of the B.G shall be uploaded with the Bid.

3.4) The Bank Guarantee shall be valid for one year.

3.5) The e-receipt of payment of EMD through online payment in the Government portal or the scanned copy of the Bank Guarantee should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected.

3.6) Permanent Earnest Money Deposit :

The Tenderers who are having valid Permanent EMD with TNPGL for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

| <u>PEMD Slab</u> | <u>For Tenders of value</u> |
|------------------|-----------------------------|
|------------------|-----------------------------|

| | |
|---------------------|---|
| a) Rs. 2,00,000/- | : In case of all Iron and steel materials, main producers (Government of India Undertaking only) for procurement of Iron & Steel materials. |
| b) Rs.20,00,000/- | : Not exceeding 10 Crores |
| c) Rs.40,00,000/- | : Not exceeding 50 Crores |
| d) Rs.1,00,00,000/- | : All tenders without any monetary limit |

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the

required amount with the TNPGCL as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller/Purchase and upload copy of the same along with the tender.

- 4) Proof for exemption from payment of Earnest Money Deposit towards the Earnest Money Deposit shall be furnished. The tenders received without Earnest Money Deposit / Proof for exemption will be rejected.
- 5) Any other mode of payment of EMD other than online payment gateway shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

6) The Earnest Money Deposit will be auto refunded to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender.

7) The EMD of successful tenderer will be adjusted towards SD.

8) The EMD will not carry any interest.

9) Having examined the tender specification together with the schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited.

10) The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.

1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
2. If he revises any of the terms quoted during the validity period.
3. If he violates any of the conditions of the tender specification.

Now the condition is such that if the Tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above condition shall be void. Otherwise the same shall remain in full force.

The Tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

11) An undertaking shall be furnished by the successful bidders that they would pay penalty an amount equivalent to Earnest money Deposit / Security Deposit or an amount equal to the actual loss incurred by the procuring entities whichever is less in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.

12) **The following categories of Industries are exempted from payment of EMD:**

a) i) Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate' or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them for participation in the tenders floated by the Government Departments, State Public Sector Undertakings, Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary, the procuring entity may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors.

ii) Departments of the Government of Tamil Nadu.

iii) Undertakings and Corporations owned by the Government of Tamil Nadu.

iv) Labour Contract Co-operative Societies.

b) Central and the State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

Note : The SSI units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD in TNPGCL tenders against Udyam Registration Certificate even though registered in Udyam Portal for tendered items.

13) Documents to be uploaded as a proof of eligibility for exemption from payment of Earnest Money Deposit:

a) A copy of 'Udyam Registration Certificate' or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them.

b) Copy of NSIC Registration certificate

c) Those tenderers under exempted Category from payment of EMD shall upload an undertaking in lieu of EMD in a non-judicial Stamp paper of value not less than **Rs.500/-** (Rupees Five hundred only) in the form as per Annexure - III.

d) The proof for Permanent EMD.

PEMD deposited on or after 03.12.2021 alone is eligible for EMD exemption in this tender and successful tenderer who had participated in the tenders upon PEMD will have to remit the full amount of security deposit required for individual contracts.

- e) Certificate from Chartered Accountant for turn over value for the purpose of classification as per Notification No. S.O.2119 (E) dt 26.06.2020 of Government of India, Ministry of MSME.
- f) Certificate from Chartered Accountant for investment value in Plant and Machinery for the purpose of classification as per Notification No.S.O.2119 (E) dt 26.06.2020 of Government of India, Ministry of MSME.
- g) The SSI units satisfying the composite criteria under reclassification notified by MSME with Udyam Registration Certificate for the tendered item are only exempted from EMD payment.

In the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract to the effect to pay as penalty an amount equivalent to EMD. The State Government, Public Sector Undertakings who are exempted from payment of EMD / SD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.

Note : PROCEDURE FOR REGISTRATION OF MICRO, SMALL & MEDIUM ENTERPRISES BY COMPOSITE CRITERIA IN UDYAM REGISTRATION & GUIDELINES

Government of India, Ministry of MSME, vide Notification No.S.O.2119(E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in "Udyam Registration Portal" to obtain an e-certificate viz. Udyam Registration Certificate.

Composite Criteria: A composite criteria of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium.

The composite criteria stipulated in the said notification are to be complied by the micro and small industries for claiming EMD exemption and purchase preference in TNPGL's tenders floated from 01.07.2020 onwards.

Classification of Enterprises: An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:--

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- (iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

Calculation of Turnover:

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.

The turnover value has to be certified by a Chartered Accountant whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover and same is to be uploaded in the bids in case the bidder claims EMD exemption.

Calculation of Investment:

The Plant and Machinery shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the Explanation I to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

The investment value in Plant and Machinery for the purpose has to be certified by a Chartered accountant and the same is to be uploaded in the bid in case the bidder claims EMD exemption.

Registration of existing enterprises :

- i. All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- ii. All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.
- iii. An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

Updation and transition period in classification :

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self declaration basis.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

14) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES :

- a) If the documentary evidences towards exemption from payment of EMD are not uploaded.
- b) If the tendered items/ services are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- c) If the undertaking is without signature of witnesses along with the details of their name and address.
- d) If not furnished the certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value.
- e) If the documentary evidences produced for exemption from payment of EMD not attested by the Gazetted Officer/ Notary public.
- f) If the SSI units located outside the state of Tamil Nadu availed for EMD Exemption.
- g) If the proof of exemption of EMD with an Undertaking in lieu of EMD / proof for Permanent EMD not uploaded.

15) REFUND OF EMD:

- (i) The Earnest Money Deposit will be automatically refunded to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender / technical evaluation.
- (ii) The EMD for successful tenderer who happens to be other than L1, then EMD will be automatically refund after issue of AOC (Award of contract)
- (iii) The EMD will be retained in the case of successful tenderer and will not carry any interest.
- (iv) The EMD deposit will be adjusted in the Security cum Performance Guarantee for the successful tenderers.
- (v) The refund of EMD will be made to the bank account from which EMD is paid by the bidder through portal.

16) The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

- i) The e-receipt of payment of EMD
- ii) The proof of exemption of EMD for micro and Small Enterprises located within the State of Tamil Nadu with an Undertaking in lieu of EMD.
- iii) The proof for permanent EMD with an Undertaking in lieu of EMD.
- iv) If the Undertaking in lieu of EMD and any bond / NJS wherever applicable not furnished in original after tender opening upon intimation.
- v) Certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value for classification.

17) The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening if :

- (a) the firm withdraws the tender or backs out after acceptance.
- (b) the firm withdraws the tender before the expiry of validity period stipulated in the specification or fails to remit the Security Deposit.
- (c) the firm violates any of the provisions of these regulations contained herein.
- (d) the firm revises any of the terms quoted during the validity period.
- (e) In the event of documents furnished with the offer / bid qualification requirements are found to be fraudulent / non – genuine / bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/ contracts in TNPGCL.

- (f) If the successful tenderer fails to execute the order placed on them to the satisfaction of TNPGLC.
- (g) In case of tenderers participating on the strength of exemption categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.
- (h) In case of tenders participating on the strength of PEMD, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.

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SUPERINTENDING ENGINEER /P&A/MTPS-I.
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SECTION-II
BID QUALIFICATION REQUIREMENTS (Docket- 13. Dt. 18-11-2025)

The Bidders shall become eligible to bid on satisfying the following Bid Qualification Requirements and uploading of the required documentary evidences attested by a Gazetted officer / Notary public.

1. The bidder should be a Manufacturer / Authorized dealer of Screw Compressor & its accessories/ Refrigerant Dryer & its accessories. In case of Manufacturer, valid evidence such as Certificate of registration (License) / Udhayam Registration Certificate / ISO certificate / any valid registration certificate issued by Government of India should be uploaded. The memorandum & articles of association / certificate of incorporation will not be considered towards proof of manufacturer. In case of dealer, scanned original / copy of valid dealership certificate from the Manufacturer should be uploaded.

2. The bidder should have previous experience in carrying out Supply / Erection of Screw Compressor & its accessories/ Refrigerant Dryer & its accessories in a single order value of more than **Rs.7.11 Lakhs** within the past ten years as on the date of tender opening in any Public Sector Undertaking / State Electricity Boards / any 210 MW or above capacity Thermal Power Station of Government Organizations (State or Central) in India. The date of the order will be reckoned for ascertaining the eligibility of the tender. The bidder shall upload scanned original / copy of the order in complete shape for the above during e-tender

3. The bidder should scan and upload End user's certificate for the satisfactory performance for the above. In case the above supply was made to TNEB (TANGEDCO/ TANTRANSCO/ TNPGCL / Joint venture of TANGEDCO), the end user certificate will be obtained by the tender inviting authority directly from the Organizations concerned. However in case of other organizations, the End user certificate for the supply executed should be obtained, scanned and uploaded by bidder during e-tender.

4. The bidder should have an annual turnover of more than **Rs.7.11 Lakhs** in any one of the last three financial years (i.e., 2021-22, 2022-23 and 2023-24) and shall upload scanned original / copy of any one of the following statements in support of Annual Turnover for all the three financial years 2021-22, 2022-23 and 2023-24.

- i) Annual turnover statements duly certified by a Chartered Accountant with UDIN Number
- ii) Audited financial statements like P&L account duly certified by a Chartered Accountant with UDIN Number
- iii) Audited Balance sheets duly certified by a Chartered Accountant with UDIN Number

Note: The Documentary proof for the above BQR shall be scanned and uploaded, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR criteria after tender opening, in the office of the Tender Inviting Authority

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SECTION – III
INSTRUCTION TO TENDERERS

1.0) SCOPE OF SUPPLY:

- 1.1) The Scope of supply (described in Annexure - I) includes packing, forwarding, insurance and delivery of the materials detailed herein, at Central stores / MTPS – I / Mettur Dam.
- 1.2) The quantity indicated in schedule of requirement is approximate. The quantity finally ordered may vary to the extent of 25 % either way of the approximate quantity indicated in the Schedule of requirement.

2.0) SUBMISSION OF TENDER OFFER:

- 2.1) The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.
- 2.2) The Tender Offer consisting of Schedules - A to G, Annexure I to VI should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 2.3) In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, Certified copies of which shall be enclosed.
- 2.4) Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 2.5) **VENDOR REGISTRATION:** In TNPGL / TANTRANSCO vendor registration has come into effect from 01.01.21 as per TNPGL proceedings 311, dated.29.12.2021. The firms must register in the website <http://exam.tnebnet.org/tnebvendor> for vendor registration

3.0) MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

- 3.1) At any time after the commencement of e-Tender and before the closing of the event, TNPGL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login .
- 3.2) In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Superintending Engineer / P&A / MTPS-I will clarify the same.
- 3.3) If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer / P&A / MTPS-I on the clarifications will be final and binding on the Tender.
- 3.4) All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 3.5) All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwritings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.0) TENDER OPENING :

4.1) OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):

The Tender offers except price Bid will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Executive Engineer/S&I/MTPS – I / Mettur Dam, through https://www.tntenders.gov.in/ nicgep/app. in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

4.2) **OPENING OF THE PRICE BIDS: (PART - II)**

Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically by the nominated members at the notified time and date / on the same date.

4.3) If the due date of the tender opening is declared as a holiday, the tender will be opened on the next working day at 14.30 hrs.

5.0) **INFORMATION REQUIRED AND CLARIFICATIONS:**

5.1) In the process of examination, evaluation and comparison of tender offers, the TNPGCL may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

5.2) The TNPGCL will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

5.3) The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

5.4) After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.

5.5) Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPGCL for rejection of his offer, except as mentioned in clause 8.5 & 8.6. The TNPGCL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGCL.

6.0 REJECTION OF TENDERS :

I. Tenders will be SUMMARILY rejected if :

- a) The EMD requirements are not complied with.
- b) EMD exemption availed by the SSI units located outside the state of Tamil Nadu.
- c) Not accompanied by undertaking where EMD is exempted / proof for permanent EMD.
- d) Not satisfying any one of the Bid Qualification Requirement as stipulated in Section II.
- e) The tenderers should quote minimum quantity of 10% of tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected.
- f) Received by Post / Courier / Telex / Telegram / E-Mail/ Fax / any other mode other than e-submission.
- g) Received EMD in any other mode of payment other than online payment / EMD exemption.
- h) Not paid the requisite EMD amount.
- i) From the approved tenderer whose permanent EMD is not adequate for this tender.
- j) Not accompanied a copy of evidences for meeting the Bid Qualification Requirement.
- k) From a tenderer whose past performance / Vendor rating is not satisfactory.
- l) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- m) From any black listed / banned/suspended/debarred/poor performance Firm or Contractor.
- n) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- o) Incomplete and evasive offer.
- p) Not in the prescribed Form & Procedure.

II. Tender is LIABLE to be rejected, if it is :

- a) Non submission of scanned copy of the E-receipt duly reflecting EMD Transaction through online payment.
- b) not covering the entire scope of supply of materials.
- c) If the declaration as specified in Schedule G is not signed and enclosed.
- d) With validity period less than that stipulated in this specification.
- e) Not in conformity with TNPGCL's Commercial terms and Technical Specifications
- f) If the EMD Undertaking is not signed / authenticated in all pages of undertaking.
- g) Not submitted in the prescribed format & procedure.
- h) Questionnaire as per schedule - H is not duly filled up and properly signed by the tenderer.
- i) Not accepting TNPGCL payment terms
- j) Not containing all required particulars as per Schedule A to I.
- k) Received after tender opening.
- l) Bidders not furnishing the consent for evaluation as per GST norms.
- m) Bidders not furnishing registration under GST.
- n) The bidder should have furnished End user / performance certificate for the above work / P.O.

O) **Bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection. (Implementation of EPF & Misc. Prov. Act 1952).**

7.PLACING OF ORDERS:

7.1) It is not binding on the TNPGCL to accept the lowest or any tender. The TNPGCL reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders. The TNPGCL reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.

7.2)The award of contract/placing order will be issued to the successful tenderer with all TNPGCL's terms and conditions, duly indicating the approved unit rates and quantity allotted to them.

7.3) The approved rates will be FIRM during the entire duration of the contract

7.4) 1.0) As per section 2 of Tamil Nadu Transparency in Tenders Act 1998 (amended and furnished in Tamil Nadu Government Gazette No.576 dated 29 December 2022), "Domestic enterprise" means any enterprise located in the State, which manufactures or produces goods or provides or renders services within the State and which fulfills the criteria to qualify as a micro or small enterprise as may be notified by the Central Government under clause (1) of section 7 of the Micro, Small and Medium Enterprises Development Act, 2006 (Central Act 27 of 2006)"

Further, enterprises owned by Scheduled Castes or Scheduled Tribes (SC/ST) for claiming the purchase preference as per Tender Rule 30C are

1. the enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (or)

2. any domestic enterprise, which is a firm or limited liability partnership, having its registered office and place of business in the State, where not less than three- fourths of the partners belong to the Scheduled Castes or Scheduled Tribes (or)

3. any domestic enterprise, which is a company having its registered office and place of business in the State where,

(i) more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes; and

(ii) the control of the company, as defined in section 2 (27) of the Companies

Act,2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes."

Note: "Scheduled Castes" and "Scheduled Tribes" shall have the meanings assigned to them respectively under clauses (24) and (25) of Articles 366 of the Constitution. "State" means the State of "Tamil Nadu".

The online registration of SSI Units in Udyam Registration Portal is based on self declaration. Hence, in order to claim purchase preference for domestic enterprises belonging to Scheduled Castes and Scheduled Tribes, the supporting documents necessary to evidence the same in respect of each type of domestic enterprise owned by SC/Sf are specified below.

In case of such domestic enterprise been a sole proprietary firm having registered in Udyam portal located within Tamil Nadu, Udyam Registration Certificate contains the social category of enterprise . However, in order to ensure that no change in social category of

enterprise has happened consequent of having registered in Udyam portal, an undertaking from the sole proprietor may be insisted.

In case of such domestic enterprise is partnership firm been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three-fourths of the partners belong to the Scheduled Castes or Scheduled Tribes along with copy of registered partnership deed. However, a certificate from chartered accountant may also be obtained certifying that no change in social category of enterprise has happened consequent of the said registered partnership deed.

In case domestic enterprise is a company having its registered office and place of business in the State, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in section 2 (27) of the Companies Act,2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes and the same is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.

2.0) Purchase preference to enterprise owned by scheduled castes or scheduled tribes.

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, the tender documents shall indicate that five percent of the total requirement in the procurement shall be awarded to enterprises owned by persons belonging to the scheduled castes or scheduled tribes in respect of only of the goods manufactured or services rendered by it, if the following conditions are satisfied

Namely

(a) the lowest tenderer is not in enterprises owned by persons belonging to scheduled castes or scheduled tribes and

(b) such enterprises are willing to match the price of the lowest tenderer.

Note: Necessary documentary evidence shall be uploaded along with the technical bid

8.0) PRICE :

- (i) The bidder should quote as per scope of work at FIRM price in Indian Rupees only as per schedule –A.
- (ii) The prices quoted shall be firm on F.O.R. Destination giving breakup thereof for basic price, GST, P&F, Freight, Insurance etc.
- (iii) The rates quoted should be furnished both in figures and as well as in words.
- (iv) The Freight and Insurance charges, Packing & Forwarding charges should be shown separately. Packing & forwarding, Freight and Insurance charges will be paid only at actuals on production of voucher and not on percentage basis.
- (v) The GST should be clearly furnished with (GST and SGST or IGST) % in the price. mentioning % with input tax credit.
- (vi) Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

9.0) AMBIGUITIES IN CONDITIONS OF TENDERS:

- 9.1) In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 9.2) The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 9.3) Tenderers shall bear all costs associated with the participation in the E -Tender and the purchaser will in no case be responsible or liable for these costs.
- 9.4) No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- 9.5) DEVIATIONS: Offers which conform to the Technical & Commercial specifications without deviations will be preferred. However the deviations, if any shall be indicated in the schedules B & C only. Any other deviations mentioned elsewhere other than the schedules B & C of deviations will be ignored and it will be construed that the offer is as per specification.
- 9.6) The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 9.6) No alternate offer will be accepted.

9.8) Board reserves the right not to accept the lowest or any tender.

10.0) **DELIVERY:**

10.1 i) **PLACE OF DELIVERY:** The Stores Controller / M.T.P.S. - I / Mettur Dam 636 406.

ii) The delivery period shall be as mentioned under Annexure - I of this specification.

iii) The offer from ready stock is preferable.

10.2) TNPGCL reserves the right to cancel the quantities not supplied as per delivery schedule.

10.3) TNPGCL also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.

10.4) To ensure sustained supply without any interruption, TNPGCL reserves the right to place orders among more than one tenderer.

10.5) The TNPGCL will be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the order, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TNPGCL in addition to the liquidated damages for delay, the actual difference in price whenever the TNPGCL orders the delayed quantity to be supplied / executed by other agencies at higher rate.

10.6) The actual date of receipt of each material with all accessories will be reckoned as the date of receipt at MTPS I Stores / Mettur Dam for the purpose of calculation of liquidated damages in respect of that material.

10.7) The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.

11.0) **PAYMENT:**

1). Payments for the supplies will be made by way of NEFT/ RTGS/ Fund transfer to the supplier's account on any of the nationalized banks/ Scheduled banks approved by Reserve bank of India, in Tamil Nadu. The bank charges involved in making payments will be to the account of supplier.

2). Payment will not be made for Equipment's/ materials damaged during Transit. All defective materials shall be replaced by the supplier free of charge.

If the suppliers dispatches materials without prior approval of competent authority and if any demurrage or wharfage or both are incurred by the purchaser they will be debited from the supplier.

In the event of TNPGCL failing to keep the stipulated time frame for releasing payment, simple interest for the delayed payment shall be paid by TNPGCL to the bidder at the SBI three months MCLR rate on the date of P.O for the delayed period beyond 90 days.

The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the time of signing of agreement and in the cases where no agreement is signed, only P.O/ WCT is issued, the date of the P.O / WCT shall be taken as base date to ascertain the interest rate.

Payment will be made by RTGS/ NEFT on any of the commercial banks or their Branches in Tamil Nadu as may be decided by the TNPGCL from time to time, Exchange Commission, if any it will be to the account of the successful tenderer. Exchange commission for the issue of bank draft and other bank Charges will be to the account of the supplier.

Within the delivery period:

For supply portion: **90% payment** of the all-inclusive price (including GST) of the materials shall be released to the vendors of SSI units and non-SSI units within a time frame of 90 days from the date of receipt and acceptance of materials at good condition at site and submission of bills with required documents after deducting the recoveries, if any. Balance **10% payment** for supply portion will be paid within a reasonable time after completion of entire work (i.e. supply of entire ordered quantity and successful completion of erection) and after deducting recoveries, if any with the concurrence from the Superintending Engineer concerned.

For Erection Portion:

100% of payment for erection work portion shall be released to the vendors of SSI units and non-SSI units within a time frame of 90 days from the date of successful erection and after receipt of confirmation report towards successful completion of work from Superintending Engineer concerned and after deducting recoveries, if any.

Documents to be submitted along with bill:

- i) DD/BC/BG/Electronic Mode of payment towards Security Deposit or SD cum Performance guarantee
- ii) Test Certificate approval
- iii) Guarantee Certificate

- iv) Proof for payment of GST
- v) PAN & GST No.
- vi) Bank account details for making online payment by TNPGCL.
- vii) Certificate of EPF/ESI and Undertaking in Non-judicial stamp paper value of Rs.500/-
- viii) Proof for payment of EPF/ESI along with Indemnity Bond.

Payment will be made on receipt of materials along with above documents, approval of Test Certificate and Erection work completion certificate.

Beyond the delivery period :

For supply portion: **90% payment** of the all-inclusive price (including GST) of the materials shall be released to the vendors of SSI units and non-SSI units within a time frame of 90 days from the date of receipt and acceptance of materials at good condition at site and submission of bills with required documents after deducting LD and other recoveries if any. Payment will be made on receipt of materials along with above documents, approval of Test/Inspection Certificate and approval and acceptance of belated supply.

For Erection Portion: **100%** of the Erection Charges (including GST) will be paid **within 90 days** after the completion of erection works at the given location with the concurrence from the Superintending Engineer concerned, on submission of bills along with necessary documents after deducting LD and other recoveries if any. Payment will be made after the completion certificate from the concerned division.

In the event of TNPGCL failing to release the payment within the stipulated time frame simple interest for the delayed payment shall be paid by TNPGCL at the SBI three months MCLR rate for the delayed period beyond 90 days. The simple interest will be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the date of issue of PO. The date of PO will be taken as base date to ascertain the interest date.

Balance 10% of the Supply Portion (including GST) will be paid within a reasonable time after completion of entire work (i.e. supply of entire ordered quantity and completion of erection works).

11 . a) ADVANCE PAYMENT:

No advance payment will be given. Tenders insisting on advance payment are liable for rejection.

12.0) **TIE BREAKER :**

When more than one bidder have quoted same value during bid submission and accepted in Finance Evaluation, Evaluator is allowed to select any one combination of bidder value (i.e. the L1 bidder) to initiate for Financial bid resubmission for Tie break.

13.0) **NEGOTIATION :**

Negotiation will be carried out with the L1 tenderer after opening of tenders through online only. When more than one bidder have quoted same value during bid submission, the bidders are allowed for resubmission of financial bid within the due date and time for the evaluation of L1 Bidder. The L1 bidder has been given time slot for resubmission of Financial Bid (Negotiation) through online within the due date and time provided

14.0) **SECURITY DEPOSIT / SECURITY DEPOSIT cum PBG :**

- 1) The successful tenderer will have to pay a Security Deposit of 5% of the value of the contract through Electronic fund transfer mode by NEFT/RTGS / Account transfer to TNPGCL's Account.
- 2) The combined Security Deposit cum Performance Bank Guarantee shall be through Electronic fund transfer mode by NEFT / RTGS / Account transfer to TNPGCL's Account / Irrevocable Bank Guarantee only in case P.O. value exceeds Rs.10 Lakhs.

New Collection Account of TNPGCL is 7808805645 in NIC Portal in MTPS-I

Name of Bank : Indian Bank, Mettur Dam – 636 401

IFSC code : IDIB 000M034.

You are requested to furnish intimation letter immediately with copy of E- payment receipt duly reflecting UTR number for having deposit the S.D. amount.

3) The contract will become effective only if the S.D cum PBG is paid. In case of BG, the SD cum PG shall be valid/ extended for the entire period of Guarantee.

The S.D. / S.D cum PBG shall be paid within **15 days** from the date of receipt of the P.O. and in **the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order may be cancelled. The S.D cum PBG amount will not carry any interest. The belated payment of security deposit may be accepted with a penal Interest at 12% Per Annum for the delayed period**

- 4) The Board reserves the right to cancel the P.O. on failure to furnish the S.D cum PBG within the prescribed time limit with the forfeiture of E.M.D paid.
- 5) Failure to comply with the terms regarding S.D cum PBG set out in the contract order within the stipulated time by the successful tenderer will entail in the cancellation of the contract without any further reference to the supplier.
- 6) The S.D cum PBG will be refunded to the supplier after the expiry of the guarantee period ensuring that defects/ damages during the guarantee period are rectified /replaced. If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.
- 7) When there is delay in supply, the Bank guarantee towards combined Security Deposit cum Performance Guarantee shall be got extended suitably.
- 8) No tenderer is exempted from payment of combined Security Deposit cum Performance Guarantee.

15.0) LIQUIDATED DAMAGES :

- a) If the contractor fails to deliver the materials within the time specified in the Contract or any extension thereof, the purchaser shall recover from the contractor as Liquidated Damages a sum of half percent (0.5 percent) of the contract price of the delayed / undelivered materials for each completed week of delay. The total Liquidated Damages shall not exceed Ten percent (10 percent) of the contract price of the materials so delayed / undelivered. The date of receipt of materials at stores will be reckoned as date of delivery for this purpose.
- b) Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply.
- c) If supplies to be rendered against this Purchase Order are made by the supplier beyond the period of delivery stipulated in the Purchase Order and they are accepted by the Board such acceptance is without prejudice to the Board's rights to levy liquidated damages for the delay in supply.
- d) In respect of contracts where supply effected in part or works executed in part, could not be beneficially used by the TNPGCL (due to such incomplete supply / execution), liquidated damages should be worked out on the basis of entire contract price only and not on the value of delayed portion.

16.0) An overview of Goods and Service Tax (GST):

(i) Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/ UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017 across India.

(ii) The GST to be levied by the Centre on intra-State supply of goods and/ or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

(iii) Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs/ 10 Lakhs as applicable will be required to register as a normal taxable person.

(iv) GST Registration Number: TNPGCL has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TNPGCL is 33AAKCT7598K1ZI.. The details are also posted in TNPGCL web portal.

(ii) GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (like proprietorship or partnership etc), one digit is blank and last one is representing check digit.

(vi) Transaction Value: The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable. The conditions for accepting the transaction value are

- a) Supplier and the recipient of the supply are not related.
- b) Price is the sole consideration for the supply.

(vii) Composition Scheme: Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (currently Rs.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.

Eligibility for composition scheme: Sec10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub- section (1), if-

- He is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
- He is not engaged in making any supply of goods which are not leviable to tax under this Act;
- He is not engaged in making any inter-State outward supplies of goods;
- He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
- He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

(viii) Supply of Service and Goods: When there is a combined supply of many goods/ services, it has to be determined whether it is a Composite supply or mixed supply of goods or service

(a) COMPOSITE SUPPLY:

A composite supply is one where all the goods or services or a combination has to supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.

(b) MIXED SUPPLY:

A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted.

The bidders should have registered under GST Act and furnish GSTIN. In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

15.1 GSTIN / IT PAN details :

- 1) The latest valid GST registration details / TIN details, applicable GST with input tax credit, with HSN code No etc., attested by a Gazetted Officer / Chartered Accountant / Notary Public valid for the current year shall be enclosed along with the quotation.
- 2) The Xerox copy of PAN card issued by the IT department shall be enclosed along with the quotation.
- 3) Applicable GST@% with Input tax credit, HSN code No. etc., along with the proof shall be enclosed along with quotation.
- 4) Appropriate rate of GST shall be admitted in lieu of (all taxes and levies replaced by GST) Excise Duty, CST and TNVAT Service Tax etc. as per provisions of the rules.
- 5) Any increase due to statutory variation will be admitted only when the supplies are made within the delivery schedule.
- 6) Any difference in duties due to coming over into different slab or due to statutory variation, if any, during the execution of the contract will have to be taken into account and the price shall be quoted accordingly by the tenderer. Any variation in GST shall not be admitted.
- 7) The Successful tenderer will have to submit a declaration as per ANNEXURE – V, in NJS paper of value not less than Rs.80/- for passing on the benefit of Input tax credit to TNPGCL by the way of commensurate reduction in prices on any supply of goods.
- 8) The GST will be admitted on submission of evidence for having paid the GST either from Central Excise Authorities or from Chartered accountant.

9)The GST particulars have to be mentioned while quoting the tender.

10) IMPACT OF GST: Any downward variation in basic price while reworking due to GST and the benefit of input tax credit must be passed on to TNPGCL

TNPGCL has been registered under GST on 03.04.2024, by duly uploading various mandatory data as required by the GST portal. The GST No. is : 33AAKCT7598K1ZI As per G.O. MS No. 215 dated 13.07.2015.

The provisional GST Particulars of TNPGCL is as follows.

| Sl. No | GSTIN Details | Data |
|--------|--|--|
| 1 | Billing address | The Superintending Engineer, Purchase and Administration , Mettur Thermal Power Station – I, Chinnnakavoor, P.N. Patty, Mettur Dam - 636 406 |
| 2 | GSTIN Number | 33AAKCT7598K1ZI |
| 3 | PAN No. | AAKCT7598K |
| 4 | Type of customer | Public Sector Undertaking |
| 5 | Name and address registered in GSTIN – Principal Place of business | Tamil Nadu Power Generation Corporation limited, 7 th Floor, NPKRR Maaligai, 144, Anna salai ,Chennai – 600 002, Tamil Nadu |
| 6 | State of registration of GSTIN | TAMIL NADU |
| 7 | Details of Additional places of Business | Please see www.tnpgcl.gov.in |

Any implication pertaining to the Central GST Act 2017 No. : 12 of 2017 & Instructions & subsequent amendments by Government of India are applicable. Also TNPGCL regulations due to GST will be applicable.

Any increasing / changes in GST due to HSN classification due to supplier prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

- 1) Any increase in GST consequent to the suppliers coming into different HSN, if any during the execution of the contract shall be to the supplier's account. No claim for increase in the above respect will be admitted.
- 2) In case of delayed delivery, the GST prevailing on the date of despatch or the GST on the last day of the contractual delivery period whichever is LESS alone will be admitted. For both the cases, the Supplier shall furnish documentary evidence while submitting the bills for payment.
- 3) The supplier who have quoted GST as NIL and in the event of placement of order on such supplier against this specification where the value of order is above Rs. 20 Lakhs, such supplier shall furnish an Undertaking to the effect the GST and that the Board shall not be responsible for any GST evasion by the supplier in respect of this transaction.
- 4) In the case of supplier who have quoted GST as NIL and in the event of placement of order against this specification and the proposed order value is less than Rs. 20 Lakhs, the supplier shall furnish an Undertaking to the effect the GST and he has not obtained any other order in the same financial year and that the Board shall not be responsible for GST evasion if any by the supplier in respect of this transaction.

GST FOR SERVICES:

- i) In certain cases though the service for which tender has been floated may be liable for GST for services, but certain bidders may not quote GST for services, in their offer. In that circumstances TNPGCL may presume that the bidder may be under threshold exemption limit or under any other exemption hence has not quoted GST for services. As such their offer may be evaluated without GST for services.

However, in the event of placement of order, on the above bidder, an undertaking (as per Annexure V) shall be obtained to that effect that they have not quoted GST for services, in view of the fact that they are under the threshold exemption limit or any other exemption to be specified. They must also undertake that no claim towards GST for services, shall be made till completion of the contract in the event of crossing their exemption limit at a later stage and any GST for services, liability shall be discharged on their own Account to the GST for services, authorities concerned.

ii) Reimbursement of GST for services, if any has to be mentioned.

iii) GST for services, reverse charges if any has to be mentioned

17.0) INVOICE:

(A) Tax invoice shall be raised for every taxable supply of goods and services duly consisting of applicable GST rates ie. IGST or CGST or SGST along with the following contents. Even for the GST payment for Goods and services under Reverse Charge Mechanism, separate invoice has to be issued by TNPGL and records to be maintained.

a) HSN code of goods or Accounting Code of services:

b) Description of goods or service

c) Quantity

d) Total value of supply of goods or services or both

e) Rate of tax (Central GST and State GST, Integrated GST, and Cess if any)

f) Amount of tax charged in respect of taxable goods or services (Central GST and State GST, Integrated GST, and Cess if any)

g) Place of supply along with name of State, in case of a supply in the course of inter –state trade or commerce

h) Address of delivery where the same is different from the place of supply:

i) Signature of authorised person.

(B) MANNER OF ISSUING INVOICE :

(1) The invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER; and
- c) The triplicate copy being marked as TRIPPLICATE FOR SUPPLIER

(2) The invoice shall be prepared in duplicate, in case of supply of services, in the following manner:-

- (a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (b) The duplicate being marked as DUPLICATE FOR SUPPLIER

At the same time, the number of additional copies that may be required for admitting claims by TNPGL, such copies may be obtained from contractors Suppliers; similarly, TNPGL may also issue additional copies as required by consumers/beneficiaries

ME LIMIT FOR ISSUE OF INVOICE FOR SUPPLY OF GOODS: As per GST Act & Rules 2017

(C) Suppliers having annual turnover of Rs.100 crore and above, the e-invoice has to be created within 7 days of issue of Invoice / Credit Note / Debit Note.

18.0) GST E-way bill system :

a) E-Way Bill is an electronic document to be generated to cover movement of goods more than Rs.50,000/- for inter states and Rs.1,00,000/- for intra states and such generation needs to be done in E Way Bill portal <http://ewaybillgst.gov.in/>. Consequently transporters of goods, under GST provisions are required to carry an e Way Bill for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and cess charged, if any. But, it will not include value of freight charges for the movement charged by transporter.

b) Transactions which require E-way bill :

For transportation of goods of more than Rs.50,000/- for inter states and

For transportation of goods of more than Rs.1,00,000/- for intra states in relation to all types of transactions such as

1. Inward supply : It is the responsibility of the Supplier/contractor or their transporters to generate e-way bill before transporting goods for delivery at MTPS-I stores

2. Inward supply from an unregistered person : There is a condition in the e-way bill clause that registered person has to generate e-way bill at the time of movement of goods from unregistered person under GST.

The Government of India has notified E-Way bill system for interstate movement of goods w.e.f. 01.04.2018. Similarly the Government of Tamil Nadu has introduced the E-way bill system for intra-state movement of goods w.e.f. 02.06.2018.

The delivery of material shall be at MTPS-I stores and as such it is the responsibility of suppliers to comply with GST e-way bill provisions for ensuring prompt delivery of ordered items.

19.0) TDS under GST :

- a) The TDS under GST will be deducted at the time of payment or accounting in the books accounts whichever is earlier. Once the taxable value of contract exceeds Rs. 2,50,000/-, then each and every invoice on that contract shall be subjected to the TDS under GST irrespective of value of such invoice.

Taxable Supply means supply of goods or services or both which is leviable to tax under GST. Thus, TDS under GST is to be deducted only on the Taxable supply of goods or services or both and not on Exempt supply (supply of any goods or services or both which attracts nil rate of tax or which may be wholly exempt from tax under section 11 of the CGST/ SGST Acts or under section 6 of the IGST Act) and non-taxable supply. Similarly, TDS under GST rate need not be applied on GST component in the invoice. TDS under GST is also applicable for suppliers/ contractors register under composition scheme also.

Applicability of TDS :

Where the location of the supplier and the place of supply are in the same state, it is an intra-state supply and TDS @ 1 % under CGST Act and 1 % under SGST Act will be deducted. Where the location of the supplier is in state A and the place of supply is in state B, it is an inter-state supply and TDS @ 2 % under IGST Act will be deducted.

TDS under GST is also applicable in the following cases:

- * Bills of supplier for advance payment.
- * Amount of retention from the bills of supplier.
- * Supply of goods or services or both by supplier registered under GST as Composition dealer. Thus Gross value of invoice (Except GST portion) shall be taken while applying TDS under GST rate.

Non-Applicability of TDS :

TDS under GST is not applicable in the following cases:

1. Total value of taxable supply less than Rs. 2.5 lakh of contract. (GST not included).
2. Contract value Rs. 2.5 lakh for both taxable supply and exempted supply, but the value of taxable supply the said contract Rs. 2.5 lakh.
3. Receipt of services which are exempted. For eg. Services exempted under notification No. 12/2017- Central Tax (Rate) Dated 28.06.2017 as amended from time to time.
4. Receipt of goods which are exempted. For eg. Goods exempted under notification No. 2/2017- Central Tax (Rate) Dated 28.06.2017 as amended from time to time.
5. Goods on which GST is not leviable. For eg. Petrol, Diesel, Petroleum Crude, Natural gas, aviation turbine fuel (ATF) and alcohol for human consumption.
6. Where a supplier had issued an invoice for any sale of goods in receipt of which tax was required to be deducted at source under the VAT law before 01.01.2017, but where payment for such sale is made on or after 01.07.2017 (Section 142 (13) refers).
7. Where the location of the supplier and place of supply is in a state(s) / UT (s) which is different from the State / UT where the deductor is registered.
8. All activities or transactions specified in schedule III of the CGST / SGST Acts 2017, irrespective of the value.
9. Where the payment relates to tax invoice that has been made before 01.10.2018.
10. Where any amount was paid in advance prior to 01.10.2018 and the tax invoice has been issued on or after 01.10.2018, to the extent of advance payment made before 01.10.2018.
11. Where the tax will be paid on reverse charge by the recipient i.e. The deductee.
12. Where the payment is made to an unregistered supplier.
13. Where the payment relates to "Cess" component.

Value of Supply for Deduction of TDS :

For the purpose of deduction of tax specified above, the value of supply shall be taken as the amount excluding the central tax, state tax, union territory tax, integrated tax and cess indicated in the invoice i.e., without including the amount of GST charges in the bill.

Exemption from TDS :

According to that provision, given under Govt. of India vide Notification No. 61 / 2018. TDS under GST need not be deducted in respect of the supply of goods and services or both from a Public Sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1st day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public Sector

Undertakings Example : NTECL, NTPC BHEL etc., are owned by Central Government. However TDS provisions will continue to apply for taxable supplies from Government and other private agencies with effect from 01.10.2018.

20.0) Guidelines for Releasing of GST on verification of GSTR 2A :

1. The supplier /contractor should promptly file returns under GST, to avoid/minimize the delay in processing /payment of invoices, since GSTR 2A filed by the supplier /contractor will reflect as in Current sales in the portal.
2. If any discrepancy arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST will be restricted to the lower of the two and GST Payment will be made accordingly.
3. Any lesser GST remittance found in GSTR 2A than claimed from TNPGCL, the excess collection of GST will be recovered from suppliers/contractors, duly adhering regular procedures if there is any difference between GST claimed from TNPGCL and remitted to Govt. in GSTR 2A

21.0) VALIDITY :

21.1) The tender offer shall be kept valid for acceptance for period of **180 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.

21.2) Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TNPGCL

22.0) SAMPLE : Not Applicable.

~~One number sample is necessary before effecting the bulk supply. It will be tested for suitability. The materials will be rejected if it doesn't conform our specification, then the same has to be replaced at free of cost at own risk.~~

~~1) Samples are to be supplied wherever applicable. If the samples are not furnished within the stipulated period, the EMD / 1% of P.O. value will be forfeited.~~

~~2) The delivery period for sample supply and bulk supply should be specified in your offer.~~

~~1 no sample for each item is to be supplied as per the Annexure I of the tender specification. The sample will be approved within 15 days on its receipt. The bulk supply to be made only after the approval of sample.~~

23.0) INSPECTION : Standard & Performance testing will be conducted in factory premises before Dispatch.

The materials covered in this order are subject to inspection as per the Annexure I of the tender specification in the presence of TNPGCL Engineer at supplier's / MTPS I premises. The expenses connected with the deputation of such inspecting Engineers shall be borne by the supplier.

You shall provide necessary facilities for such inspection. You are requested to intimate the readiness of the materials for inspection at least 15 (Fifteen) days in advance for deputing our Engineer.

Despatch Clearance will be given after inspection at supplier's / MTPS I premises. Inspection by Engineers shall not absolve you off the responsibility of supplying the materials confirming to the specification.

24.0) TEST CERTIFICATE :

Manufacturer Test Certificate and operation Manual should be sent along with supply

25.0) GUARANTEE :

The materials supplied shall be guaranteed for a period of 18 months from the date of receipt at site in good condition or 12 months from the date of commissioning whichever is later subject to an overall guarantee period of 24 months from the date of supply for satisfactory operation and good workmanship under normal and proper conditions of service & maintenance. Any defect noticed during this period should be rectified by the supplier free of charge to the TNPGCL.

26.0) EVALUATION :

The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 & 2012 and subsequent amendments.

I. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:

* The quoted price will be corrected for arithmetical errors.

* The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.

* TNPGCL opts to purchase goods or services only from the GST registered persons.

* The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN / SAC code.

* The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + Packing & Forwarding + Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.

* Rates should be quoted in both figures (i.e. integers) and words. In case of ambiguity between rates in figures and words, lower of the two will be taken for tender evaluation.

* Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.

The bidder shall quote separately the GST in Percentage, P&F & F&I (All in Figures). The Evaluation will be based on all inclusive price with GST.

II. In respect of tenders where both supply of goods and services are involved, the respective GST for Services to be rendered shall be taken for evaluation purposes.

a. It is the responsibility of the tenderer to make sure to quote the correct rates of GST levies on the material at the time of tendering. If the rates quoted by the tenderer are less / higher, the current rates prevailing at the time of tendering the applicable GST will be taken for the evaluation.

b. Any variation in GST due to statutory variation within the contract delivery period shall only be considered.

c. In case of delayed delivery, the GST prevailed on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall be admitted.

d. The rates quoted by the eligible lowest tenderer in the open tender shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined.

27.0) PRICE PREFERENCE :

No price preference shall be given for Domestic small scale Industrial units and for the Public Sector undertaking of State Government (Viz. Govt. of Tamil Nadu) during evaluation.

28.0) LOSS OR DAMAGE :

i) You are responsible for the safe delivery of the equipments / materials at destination.

ii) You are responsible to assess the damages or shortages that occurred in transit and to pursue the claims with the insurers / carriers.

iii) External damages and or shortages that are *prima facie* the results of rough handling in transit or due to defective packing will be intimated within 21 days (3 weeks) of the receipt of the materials at site. Internal defects, damages or shortages of any integral parts, which cannot ordinarily be detected on a superficial visual examination, due to bad handling in transit or defective packing would be intimated within one month from the date of receipt of materials at site. In any case the defective parts should be replaced by you free of cost.

iv) In the event of supplies being received damaged or short at the destination station, the cost of such materials, Railway freight, Sales Tax (If payable) and insurance premium and other charges payable thereof will be paid only proportionate to the value of the materials received in good conditions, unless the damaged goods or short supplies are made good free of cost by you.

v) Any defect of manufacture discovered after the first and before second payment should be rectified free of charge and all defective materials replaced.

29.0) REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS :

(i) Notwithstanding anything contained in the above liquidated damages clause, when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defects/damages either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced at free of cost within two months from the date of receipt of the intimation from the purchaser. If the Defects or Damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification / replacement of the defects or damages.

(ii) If even after such rectification or replacement of the damaged or defective part, if the equipment/materials ordered is not giving the satisfactory performance as per the contract, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss sustained by the Board.

(iii) "Notwithstanding any other remedies available, the Purchaser shall be entitled to dispose of the defective/damaged materials in 'as is where is condition' without further notice, if the contractor/supplier fails to rectify the defect and/or replace the damaged materials and/or fails to remove the defective/damaged materials within such period as may be notified by the Purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to the Board such as Liquidated Damages, ground rent, etc. as may be determined by the Purchaser".

30.0) FORCE MAJEURE :

If at any time during the continuance of this contract performance in whole or in part of any obligation under the contract shall be prevented or delayed by reasons of any war hostility Acts of Public, enemy acts or Civil commotion, strikes, lockouts, sabotages, fire, flood explosions, epidemics, quarantine restrictions or other acts of God (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by the supplier to the Board within 15 days from the date of occurrence thereof neither party shall eventually be entitled to terminate this contract nor shall have any claim for damages against the order in respect of such non-performance of delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

Provided that if the performance in whole or part by the supplier or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period not exceeding 60 days, the Board may at its option terminate this contract by notice in writing. The Board will also be at liberty to cancel the order if the supply is not completed within the above accepted delivery period notwithstanding the liquidated damages applicable for the belated supplies.

31.0) JURISDICTION FOR LEGAL PROCEEDINGS :

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Chennai or District Court at Salem or sub-Court at Mettur Dam or at the District Munsif Court at Mettur Dam. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the state of Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

The successful tenderer shall furnish an undertaking as per Schedule- F in a non- judicial stamp paper of Rs. 500/= agreeing to the above condition.

32.0) DUES TO THE BOARD :

The Board is empowered :

- a) To recover any dues against this contract in the Bills/Security deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with Board.
- b) To recover any dues against any other contract of the suppliers with Board, with the available amount due to the suppliers against this contract.
- c) To recover the difference in cost of the item, between the price offered by the failed tenderer and the Prospective new tenderer becoming lowest bidder in a fresh P.O issued for the same item subsequently.

33.0) RIGHTS OF THE BOARD :

33.1) Notwithstanding anything contained in this Specification, the TNPGL reserves the rights:

- a) to vary the quantity finally ordered to the extent of 25% indicated in the Tender document.
- b) to split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest.
- c) to recover losses , if any, sustained by TNPGL, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
- d) to cancel the orders for not keeping up the delivery schedule.
- e) to vary the delivery period based on the requirement and contingencies at the time of placing the Rate contract.
- f) to accept the lowest eligible tender.
- g) to reject any or all the tenders or cancel without assigning any reasons therefor.

h) to relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TNPGCL.

33.2) The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TNPGCL the bidder is found not qualified to satisfactorily perform the contract.

34.0) RESPONSIBILITY :

The Tenderer is responsible for delivery of the materials at the destination station in good condition. The tenderer shall include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. All risks connected with the supply of these materials should be borne by the supplier.

35.0) FAILURE TO EXECUTE THE CONTRACT :

Contractors failing to execute the order placed on them to the satisfaction of the TNPGCL under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TNPGCL, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of penalty under the Liquidated Damages clause.

Further to imposing of LD, E.M.D. and S.D. paid by the firm will be forfeited as per terms of Purchase order. Their poor performance will be recorded for future tenders /contracts in TNPGCL. Their name will be blacklisted after due notice.

36.0) NON-ASSIGNMENT :

The supplier shall not assign or transfer the contract or any part thereof without the prior approval of the Purchaser.

37.0) EFFECTING OF RECOVERIES :

Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit held and / or any other amount due to the supplier from the TNPGCL/TANTRANSCO from this Contract as well as from other contracts.

38.0) ARBITRATION ACT NOT TO APPLY :

The TNPGCL will not accept any arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provisions of Arbitration and Conciliation Act 1996 in the event of any dispute between the parties.

39.0) QUANTITY ALLOCATION :

At the time of issuing P.O. for supply of materials, TNPGCL reserves the right to allocate the quantity after ensuring the manufacturing capacity, ability of supply, quantity offered and past performance.

40.0) APPEAL :

Any tenderer aggrieved by the order of Tender Accepting Authority (Competent Authority), may prefer an appeal to the Govt. within 10 days from the date of receipt of order.

41.0) QUANTITY VARIATION :

Variation in the quantity (+) or (-) 5 % of the ordered quantity will be accepted for good and sufficient reasons.

42.0) SUPPLY AT LOWER RATES : Not Applicable

~~You shall accept for the condition that if the materials are supplied at lower rates to any other Customer within the period of one year from the date of P.O, then the lower rates shall necessarily be passed on to the Board against this Purchase Order also.~~

43.0) VENDOR RATING :

TNPGCL Limited will verify the vendor rating of the bidders from the concerned Thermal Power Stations / Utility. In case the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

44.0) VENDOR REGISTRATION :

In TNPGCL/TANTRANSCO, Vendor Registration has come into effect from 01.01.2021 as per TNPGCL proceedings 311, dated 29.12.2020. The firms must register in the Online Vendor portal Website <http://exam.tnebnet.org/tnebvendor> for Vendor Registration.

45.0) GENERAL : All rules and provisions as per GST Act is applicable.

46.0) CAUTION :

1. Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.
2. In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited or 1% of the P.O. value will be levied as penalty in addition to blacklisting them for future tenders / contracts in Tamil Nadu Electricity Board.
3. The Guidelines issued in Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 will be followed.

47.0 THE COMPLIANCE OF EPF ACT

1. Since Mettur Thermal Power Station-I is covered under the EPF Act, the Contractor who desires to take up works contracts for and inside the premises of MTPS-I is required to comply with all the relevant provisions stipulated in the EPF & MP Act.
2. The Contractor should take separate EPF main code number. The EPF main code Number can be obtained from the Assistant Provident Fund Commissioner, Salem.
3. The workers engaged by the contractors should have EPF – UAN Number (Universal Account Number).
4. The Contractor shall be responsible for the payment of necessary EPF contributions, both Employer's and Employee's contributions as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
5. The Contractor shall submit necessary returns to the EPF organization within the stipulated time as required under the said EPF & MP Act.
6. The Contractor shall produce the proof of payment of contributions both Employer's and Employee's contributions made to EPF Organization in order to claim the works bill for the respective works. The works bill should be claimed only after ensuring the remittance of both the employer's and employee's PF contributions by the contractors.
7. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF Act in respect of the execution of the tendered work.
8. In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP ACT and consequently it happens that TANGEDCO / TANTRANSCO has to meet such requirements of the said ACT or Statutory provisions in the capacity of Principal Employer, TNPGCL / TANTRANSCO shall make good such requirements, out of money due and payable to the said contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGCL / TANTRANSCO.
9. **TNPGCL will not reimburse the Employer Contribution towards EPF under any circumstances and contractor has to absorb it in the price offered.**
10. The provision of the Pradhan Mantri Rojgar Protsahan Yojana (PMRKY) Scheme is "Government of India will pay the full employer's contribution (EPF and EPS both) as admissible from time to time w.e.f. 01.04.2018 for a period of three years to the new employees and to the existing beneficiaries for their remaining period of three years through EPFO.
11. The contractors shall remit the EPF contribution separately (by separate Challan) for each and every work.
12. Shall mention the acceptance order / formal order reference number in the remarks column of the ECR Challan (Electronic Challan Cum Return) of the EPF and to submit the same.
13. Shall submit the payment confirmation receipt (the Payment confirmation date is mandatory).
14. Shall submit the combined Challan of Account No.1, 2, 10, 21 & 22.
15. **THE COMPLIANCE OF DIGITAL BASED STATUARY COMPLIANCE SERVICES AUDIT/ CONTRACT COMPLIANCE AUDIT.**

As the Digital based statuary compliance services Audit/ Contract Compliance Audit through online platform has been integrated with online Bill processing system in TNPGCL, the contractor have to obtain the statuary compliance clearance certificate for the works contracts from Online Compliance Service providers and the same should be submitted through online by the respective Contractors.

All the contract bills which consist of the work portion will be processed only after the statutory compliance clearance certificate of the on line compliance service providers.

48.0 THE COMPLIANCE OF ESI ACT

1. Since Mettur Thermal Power Station-I is covered under the ESI Act, the Contractor who desires to take up works contracts for and inside the premises of MTPS-I is required to comply with all the relevant provisions stipulated in the ESI & MP Act. **The tenderer has to adhere the circular dt 14.08.2023 for ESI & EPF. The Contractor should take separate ESI main code number obtained from the Joint Director.**
2. The Contractor shall be responsible for the payment of necessary ESI both Employer's and Employee's contributions and for the payment of necessary Employee's contributions of ESI as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
3. The Contractor shall submit necessary returns to the ESI Corporation with in the stipulated time as required under the said ESI Act.
4. The Contractor shall produce the proof of payment of contributions both Employer's and Employee's contributions made to ESI Corporation in order to claim the works bill for the respective works. The works bill should be claimed only after ensuring the remittance of both the employer's and employee's ESI contributions by the contractors.
5. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the tendered work.
6. In case the Contractor fails to fulfill any of the statutory provisions of the ESI ACT and consequently it happens that TNPGL / TANTRANSCO has to meet such requirements of the said ACT or Statutory provisions in the capacity of Principal Employer, TNPGL / TANTRANSCO shall make good such requirements, out of money due and payable to the said contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL / TANTRANSCO.
7. It is incumbent on the part of the Contractor to see that it shall be his sole responsibility to protect the public and his employees, against any accident from any cause and he shall indemnify the Tamil Nadu Generation and Distribution Corporation against any claim for damages for injury to person or property resulting from any such accident and shall also where the provisions of workmen's compensation act apply take steps to properly insure against any claim there under by way of accident, risk, insurance, demand for all purposes of relief, failing the same or otherwise, Contractor alone will be responsible to meet the compensation awarded under the said act.
8. The Contractor should satisfy the field Superintending Engineer that 'Accident Risk Insurance Policy' is taken before taking over the site for taking up the work and also to satisfy the field Superintending Engineer, that the policy/ policies is/ are kept in force till the contract is completed and the works are taken over by the TNPGL, on the issue of completion certificate.
9. Shall to submit the Monthly Contribution Challan Form (Transaction status field – completed successfully is mandatory).
10. Shall submit the contribution history of the respective months.
11. Shall submit the month wise statement duly signed with seal, showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

| Sl. No. | IP No. | IP Name | No. of days | Wages | IP Contributions |
|----------------|---------------|----------------|--------------------|--------------|-------------------------|
| | | | | | |

12. The contractor shall indemnify TNPGL against all actions, suits, claims, compensation towards accidents/ death, cost of expenses arising in connection with injuries suffered by persons employed by

the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/ and to undertake steps properly to insure against any claims there under.

13. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the Manager of MTPS-I is charged by the officials of the Inspector of Factories with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the Manager of MTPS-I will be discharged from liability under this Act, in respect of such offence.
14. The contractor shall furnish the undertaking towards ESI & EPF in Rs.500/- stamp paper as in the enclosed Annexure for this work while claiming the Part Bill / Final Bill.

NOTE:

1. Employer contribution towards EPF and ESI are not payable by TNPGL to the contractor.
2. Bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection. (Implementation of EPF & Misc. Prov. Act 1952)

Sd/- 9-12-2025
Superintending Engineer / P&A / MTPS – I
Mettur Dam- 636406

PART – I

SCHEDULE- B

SPECIFICATION NO: CE / MTPS-I /SE/P&A/EE/S&I / AEE-1 / OT: 121 / 2025-26

DEVIATIONS FROM TECHNICAL SPECIFICATION

All technical deviations from the specification shall be filled in by the tenderer, clause wise, in the schedule.

| Sl no | Section No | Clause No | Deviation |
|-------|------------|-----------|-----------|
| | | | |

The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification and the tender conforms to the specification in all other aspects.

COMPANY SEAL

SIGNATURE :
 NAME :
 DESIGNATION :
 DATE :

PART – I

SCHEDULE-C

SPECIFICATION NO: CE / MTPS-I / SE/P&A/EE/ S&I / AEE-1 / O.T: 121 / 2025-26

DEVIATIONS FROM COMMERCIAL TERMS

All deviations from the commercial terms shall be filled in by the tenderer, clause wise, in this schedule.

| SI no | Section No | Clause No | Deviation |
|-------|------------|-----------|-----------|
| | | | |

The tenderer hereby certifies that the above mentioned are the only deviations from the commercial terms and the tender conforms to the specification in all other aspects.

COMPANY SEAL

SIGNATURE :
 NAME :
 DESIGNATION :
 DATE :

PART – I
SCHEDULE- D

SPECIFICATION NO: CE / MTPS-I / SE/P&A/EE/S&I / AEE-1 / OT: 121 /2025-26

STATEMENT OF SUPPLY /ORDERS/EXECUTED /UNDER EXECUTION SO FAR DURING THE PAST THREE YEARS AS ON THE TENDER OPENING

| SI No | Name &Address Of The Organisation Inclding Other State EBs | Name Of The Work | P.O.No And Date | Value Of Order In Rs in Lakhs (*) | Scheduled Date Of Completion Of Order | Actual Date Of Completion Of Order |
|-------|--|------------------|-----------------|-----------------------------------|---------------------------------------|------------------------------------|
| | | | | | | |

Note: 1) (*) Split up details such as price, may be enclosed separately.

2) Copies of orders received shall be enclosed.

COMPANY SEAL

SIGNATURE :
 NAME :
 DESIGNATION :
 DATE :

PART – I
SCHEDULE – E
UNDERTAKING FOR PAYMENT OF DUES TO TNEB

THIS DEED OF UNDERTAKING EXECUTED AT MTPS/METTUR DAM ON THIS THE
 BY Messers.

Hereinafter called the “TENDERER” (Which expression where the context so admits mean and include their agents, representatives, Successors – in – office and Assigns)

TO AND IN FAVOUR OF

THE TAMILNADU ELECTRICITY BOARD a body corporate constituted under the Electricity (supply) Act, 1948, (Central Act LIV of 1948), having its office at NPKRR Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, hereinafter called the “BOARD” (Which expression shall where the context so admits mean and include the successors in – office and assigns).

WHEREAS the Board has called for an undertaking from the Tenderer empowering the Board to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH that the Board is empowered to recover any dues against this contract in any bills / Security Deposit / E.M.D. due to the Tenderer either in this contract or any other contracts with the Board. Further, the Tenderer hereby authorizes the Board to recover, any dues against any other contract of the Tenderer with the Board with the available amount due to the Tenderer against this contract.

IN WITNESS WHERE OF Thiru. Acting for and behalf of the
 Tenderer has signed this deed on the day, month and year herein before first mentioned.

SIGNATURE OF THE TENDERER.

| | |
|--------------|---|
| NAME | : |
| DESIGNATION | : |
| DATE | : |
| COMPANY SEAL | : |

PART – I
SCHEDULE – F
UNDERTAKING FOR LEGAL PROCEEDINGS JURISDICTION
 (non- judicial stamp paper of Rs. 500/-)
THIS DEED OF UNDERTAKING EXECUTED AT MTPS/METTUR DAM ON THIS THE

By Messers.

Hereinafter called the “TENDERER” (Which expression where the context so admits mean and include their agents, Representatives, Successors – in – office and Assigns).

TO AND IN FAVOUR OF

THE TAMILNADU ELECTRICITY BOARD A body corporate constituted under the Electricity (Supply) Act, 1948, (Central Act LIV of 1948), having its office at NPKRR Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, hereinafter called the “BOARD” (Which expression shall where the context so admits mean and include the successors in – office and assigns).

WHEREAS the Board has called for acceptance of jurisdiction of legal proceedings.

NOW THIS UNDERTAKING WITNESSETH that no suit are any proceedings in regard in any matter arising in any respect under this contract shall be instituted in any court, save in appropriate Civil Court of Chennai or the Court of small causes, Chennai. It is agreed that no other court shall have the jurisdiction to entertain any suit or proceedings, eventhough, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in Chennai City, then it is agreed between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, eventhough any part of the cause of action might arise within the jurisdiction of such.

IN WITNESS WHERE OF acting for and on behalf of the
 Tenderer has signed this deed on the day, month and year herein before first mentioned.

SIGNATURE OF THE TENDERER.

NAME :
 DESIGNATION :
 DATE :

COMPANY SEAL :

PART – I
SCHEDULE – G

SPECIFICATION NO: CE / MTPS-I / SE/P&A/EE/S&I / AEE-1 / O.T: 121 /2025-26

DECLARATION

TO

The Chief Engineer,
Mettur Thermal Power Station,
Mettur Dam - 636406.

Dear Sir,

Having examined the above specification together with the accompany schedules etc., we hereby offer to supply the materials covered in this specification at the rates entered in the attached schedule of prices.

- 2) We hereby guarantee the particulars entered in the schedules attached to the specification.
- 3) In accordance with Security Deposit clause under Section – II of the specification, we agree to furnish security to the extent of 5% of the total value of the contract.
- 4) Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section – 23 of Section – 15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

| | |
|----------------|---------------|
| PLACE : | SIGNATURE : |
| DATE : | DESIGNATION : |
| COMPANY SEAL : | COMPANY : |

SCHEDULE H
BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE
(In a Non - Judicial - **Rs.500/- Stamp Paper)**

THIS DEED OF GUARANTEE made on this day of only by the Bank of (Branch name & address) (herein after called "the Bank") to and in favour TNPGCL, a company registered under companies Act, 1956 having its office at NPKRR Maaligai, Electricity Avenue, 144, Anna salai, Chennai 600 002, herein after called the "TNPGCL" (which expression shall where the context so admits mean and include the successors in office and assigns" having its Registered Office at Anna Salai, Chennai 2 represented by the CHIEF ENGINEER/ _____ / _____ / _____ (hereinafter called "The Purchaser").

WHETHERAS Messrs. (hereinafter called "The Contractor") have by virtue of the contract entered into with the purchaser as per PO No Dt. agreed with the purchaser to in accordance with the terms and conditions contained therein:

AND WHEREAS in accordance with the terms of the contract in PO No. dt. the contractor has to pay a sum of Rs...../- (Rupees only) towards the Security Deposit cum Performance Guarantee from a Nationalised Bank.

AND WHEREAS the contractor has requested the purchaser to accept bank guarantee in lieu of the Security Deposit cum Performance Guarantee for a sum equivalent to 5% (Five percent) of the Value of the Contract for the satisfactory performance of the Contract.

AND WHEREAS the Bank has at the request of the Contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in PO No dt. or in the letter dt.....

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the purchaser having agreed to accept the Bank guarantee from a Nationalised Bank towards the Security Deposit cum Performance Guarantee for a sum equivalent to Rs...../- (Rupees only) the Bank do hereby guarantee that if the contractor fails to perform the contract in accordance with the specifications and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay be the purchaser:

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs...../- (Rupees only) PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

2. The Bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the purchaser by reason of any breach of the terms and conditions in the said PO No.....dt.....

3. The guarantee herein contained shall remain in force till the terms and conditions of the PO No..... dt..... have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after expiry of

4. The Bank further agrees with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and to forbear or to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved of its liability by

the reason of any such variations, or extension being granted to the reason to the said contractor or by reasons of any for - bearing, act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have the effect of so relieving than Bank.

5. Any account settled between the purchaser and the contractor shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.

6. The expressions 'Bank', 'Contractor' and 'purchaser' herein before used shall include their respective successors and assigns.

IN WITNESS WHERE OF THIRU acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

In the presence of witnesses:

1. Signature with seal of the Bank
(Name in Block letters)

2.

(Name in capitals to be subscribed with designation, office address or residential address)

ANNEXURE – II**C E R T I F I C A T E**

To

(Name and address of the selling
Dealer).....
.....

TNGST NO.

It is hereby certified that the goods listed below are purchased by us for use in generation,
transmission and distribution of electrical energy.

| Sl. No. | Invoice No./ Date | Description of Goods | Qty. | Value (Rs.) |
|------------|----------------------|-------------------------|------|-------------|
| | | | | |

(Rupees only). Place :
Date :

(SIGNATURE)

Name :

Status :

Seal of Office :

ANNEXURE – III
UNDERTAKING IN LIEU OF PAYMENT OF EMD

(To be executed in Non - Judicial - Stamp Paper of value not less than **Rs. 500/-**)

THIS DEED OF UNDERTAKING executed at on this the day of 2025 By M/s
a company registered under companies Act, 1956, having its registered office at herein
after called the Tenderer " TO AN IN FAVOUR OF M/s TNPCL" a body corporate constituted under
the Electricity (Supply)Act, 1948, having its office at NPKRR MAALIGAI, Electricity Avenue, 800, Anna
Salai, Chennai-600 002 represented by THE SUPERINTENDING ENGINEER/ PURCHASE &
ADMINISTRATION/ METTUR THERMAL POWER STATION, METTUR DAM (herein after called the "BOARD")

WHEREAS the contract is for the work of

SPECIFICATION NO: CE / MTPS-I / SE/P&A/EE/S&I / AEE-1 / O.T. 121 / 2025-26

Due on

AND WHEREAS in accordance with clause 1 of the above said Tender specifications, the Tenderer has to furnish Earnest Money Deposit of Rs. /- (Rupees..... Only)

AND WHEREAS the Tenderer has requested the board to accept an undertaking in lieu of payment in cash of the EMD.

AND WHEREAS the Board has accepted the request of the Tenderer subject to his executing an undertaking to pay to the Board not exceeding Rs. _____ /-(Rupees..... only) representing the Earnest Money Deposit together with costs in case of non fulfillment of the conditions stipulated in the Tender specification or the conditions stipulated in the contract by the Tenderer.

IN CONSIDERATION of the Board having agreed to accept an undertaking from the Tenderer in lieu of payment of Earnest Money Deposit in Cash, the Tenderer undertakes to pay the sum of Rs. Only)immediately when a demand is raised by board against the Tenderer without any demur in the event of the following.

1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
2. If he revises any of the terms quoted during the validity period.
3. If he violates any of the conditions of the

Specification No. CE / MTPS-I / SE/P&A/EE/S&I / AEE-1 / O.T. 121 / 2025-26

Specimen
Due on :

SACRIFICE: NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING IS such that if the Tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above written undertaking shall be void. Otherwise the same shall remain in full force.

The Tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, " Tenderer" and " The Board" herein before used shall include their respective successors and assign in office.

IN WITNESS WHEREOF THIRU for and on behalf of the Tenderer has signed this
undertaking on the day, the month and year first above written.

IN THE PRESENCE OF WITNESSES

1)

2)

Note :-

Note :- Tenderer should sign in all pages of Bond paper with Company seal.

ANNEXURE – IV
TENDER ACCEPTANCE LETTER
DECLARATION FORM

To be signed with company seal on letter head and uploaded in the technical Bid
 (To be given on Company Letter Head) Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:-----Name of Tender/Work

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to ----- (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official Seal)

ANNEXURE – V
BANK GUARANTEE FOR EMD

(To be executed in Non - Judicial - Stamp Paper of value not less than **Rs. 500/-**)

Beneficiary:.....
 Date:.....
 Bid Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“ has submitted to you its bid dated (insert date) (herein after called “the bid”) for the Procurement of - Under Open e-tender/Two part system at Mettur Thermal Power Station-I, Mettur Dam, Tamil Nadu.

At the request of the bidder, we (name of the Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures)_(amount in words) _____ upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions , because the Bidder:

- a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of Bid; (or)
- b) having been notified of the acceptance of its Bid by the Employer during the period of validity

- (i) fails or refuses to execute the Contract Form, if required, or
- ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to upon the instruction of the Bidder and
- (b) if the bidder is not successful Bidder, upon the earlier of
- (i) our receipt of copy of your notification to the Bidder of the name of the successful Bidder; or
- (ii) twenty eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC publication No 758.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN

1. Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees..... only/-)
2. The Bank Guarantee shall be valid up to
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause (2) above plus claim period)"

IN WITNESS WHERE OF THIRU and THIRU..... acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

Signature

With seal of the Bank
 (Name in Block letters)

In the presence of witness:

- 1 .
 (Name in capital and address)
- 2 .
(Name in capital and address)

ANNEXURE – VI
ITC DECLARATION FORM

Declaration to be submitted by the bidders in NJS paper of value not less than Rs. 500 /-

To
The Chief Engineer,
Mettur Thermal Power Station – I,
Mettur Dam – 636 406

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN ---
----- in state of ----- . Our applicable GST % for the above reference job is ----- under code
----- .

We hereby declare and confirm that we are unregistered vendor under GST Act being turnover
is less than Rs. ----- lakhs (being threshold limit) per annum. (For unregistered vendor, the vendor
has to submit an affidavit in the enclosed format).

We hereby declare and confirm that we are registered vendor under composite scheme having
GSTIN.

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of
goods or services or the benefit of input tax credit should be passed on to TNPGCL by way of
commensurate reduction in prices and as such we hereby declare that we are extending
Rs. ----- /- of ----- % as rebate in my awarded price against input tax credit.

We hereby declare that we do not have any input tax credit benefit on account of GST
applicable against this job. If it is established that we have availed input tax credit benefit against this
job, the differential tax benefit will be returned to TNPGCL failing which TNPGCL may take appropriate
action.

Signature of bidder with company seal

Note : Bidder may strike out the para not applicable.

ANNEXURE-VII**UNDERTAKING FROM THE SOLE PROPRIETOR OF THE FIRM**

(To be uploaded by the bidder been sole proprietor firm owned by any person belonging to a SC/ST)

Name of the sole proprietor: PANNo.:

Tender specification No.

I (Name of the sole proprietor) hereby state that the social category of enterprise (i.e. M/s.) specified in Udyam registration certificate vide Udyam registration no. dated uploaded with the bid remains unchanged till date.

Signatory of the Proprietor
(With name & seal)

Date:

Place:

ANNEXURE-VIII**CERTIFICATE TO BE FURNISHED BY CHARTERED ACCOUNTANT**

(In case of bidder been partnership firm owned by not less than three-fourths of the partners belonging to a SC/ST)

Tender specification No.

This is to certify that M/s. (firm's name) been partnership firm is owned by not less than three-fourths of the partners belonging to a SC/ST as on this date.

The social category of the partnership firm (i.e. M/s.) specified in Udyam registration certificate consequent of been registered in Udyam portal vide Udyam registration No. remains unchanged till date.

Signatory of the Chartered Accountant
(With name, membership no. & seal)

Date:

Place:

ANNEXURE-IX

CERTIFICATE TO BE FURNISHED BY PRACTICING COMPANY SECRETARY

(In case of bidder been company with more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes)
Tender specification No.

This is to certify that in M/s. (Company's name), persons belonging to the Scheduled Castes or Scheduled Tribes are having more than fifty per cent of the ordinary shareholdings and the control of the company, as defined in section 2 (27) of the Companies Act,2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes. This is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.

Signatory of the Company Secretary
(With name, membership no. & seal)

Date:

Place:

PART – II
SCHEDULE-A

SPECIFICATION NO: CE / MTPS-I / SE/P&A/EE/S&I / AEE-1 / O.T. 121 / 2025-26

Name of Material: MTPS – I - **Supply, Erection & Commissioning of Refrigerant Type Instrument Air Drier Unit -2 sets .**

| Sl. No. | Item Description | HSN code | Qty. | Units | Basic rates in Figures to be entered by the Bidder Rs. P. | Applicable GST in % | GST per unit in Rs. P. | Freight charges per unit in Rs. P. | Packing & Forwarding charges per unit in Rs. P. | Insurance charges per unit in Rs. P. | Unit price without Taxes | Unit price with Taxes | Total amount in Words | | | | | | | | | | | | | | | | | |
|------------|----------------------------------|--|------|-------|--|---------------------------|------------------------------------|---|---|---|--------------------------------|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | All inclusive Price (3+4+5+ 6+7+8) | | | | | | | | | | | | | | | | | |
| | As per Annexure-I enclosed | | | | TO BE QUOTED IN BOQ FORMAT ONLY (ON LINE SUBMISSION) | | | | | | | | | | | | | | | | | | | | | | | | | |
| | NOTE 1 : | Rates quoted shall be both in Words & Figures. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | NOTE 2 : | In case of discrepancy between prices quoted in words and in figures, lower of the two will be taken for evaluation. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | NOTE 3 : | While quoting the rates the bidder shall indicate the HSN Code and Account Code for all the tendered items as per GST Act. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :